

1897-032 Chancery Causes: C. L. Hamblen vs. J. M. Prichard
Lee Co.

Prichard, Ely, Blankenship

CH-Debt
T-Property

To the Honorable W. T. Miller Judge of the
Circuit Court of Lee County:-

Humbly complaining, sheweth unto your
honor your orator C. L. Hamblen, that on
the 9th day of June 1894, he obtained in the said
court a judgment against J. M. Prichard of the
said county, for \$21.93 with interest thereon
at six per centum per annum from the 9th day
of June 1894, till paid, subject to a credit of \$5⁰⁰ 00
of the last named date, and \$10⁴² Costs on which
said judgment a writ of Fieri Facias was duly
issued, from the clerk's office of the said court
directed to the Sheriff of the said county,
returnable to 1st of September 1894, which was placed
in the hands of the said Sheriff to be executed, and
was on the return day thereof returned by the
said Sheriff, with the following return endorsed
to wit: "No property found, L. M. Wade Deputy
for C. E. Murray S. L. C." A copy of said judgment
is here filed marked "A" and asked to be considered
And the original Fieri Facias and return endorsed thereon
is here filed marked "B" and asked to be considered
Now your orator further states, that the said
J. M. Prichard is seized and possessed in fee
simple of a tract of unimproved land not cleared
nor fenced, lying and being in the Crab Orchard
Lee Co. Va. containing 118 acres, more or less, bounded
by the lands of A. L. Reese, Arminia Reese, and others
being the tract of land sold by M. V. Reese to
J. M. Prichard, and your orator is advised that
his judgment (the part of which has been paid)
is a subsisting lien, under the statute law of

1 Virginia, on the said real estate, having been duly
2 docketed and recorded in the County Court Clerk's office,
3 in the Judgment lien book, Your orator alleges that
4 the rents and profits of the said real estate will
5 not satisfy the said judgment in five years in fact
6 will not rent at all as a part of the said tract
7 of land is cleared, Your orator is informed, that
8 the vendor of J. M. Prichard or his assignee J. M.
9 Bailey has a purchase money lien against the said
10 tract of land, but Your orator does not know the
11 exact amount, Your orator alleges that his judgment
12 and J. M. Bailey's purchase money lien are all the
13 liens there are against the said tract of land.
14 In tender consideration whereof, forasmuch as
15 Your orator is remediless in the premises, save by the
16 aid of a court of equity, where matters of this kind
17 are alone and properly cognizable, Your orator
18 prays that the said J. M. Prichard be made a party
19 defendant to this bill, and require on his corporal
20 oath to answer the same, according to the best of his
21 knowledge and belief, as fully and particularly as
22 if the statements of this bill were here again repeated
23 and the said defendant thereto specially interrogated;
24 that the said real estate, or so much thereof as may
25 be necessary, be sold to satisfy Your orator's
26 judgment, and that Your honor will grant unto
27 Your orator such further and general relief as
28 may be consistent with equity and the case requires.
29 May it please Your orator will ever pray etc.
30 M. G. Ely pr. g.
31
32

Plffs Costs

C 7.82
 S 50
 atty 18.00
 J P 3.00
 Co C .25-
 Court 5.00
 Estimated 31.57
 5.00
 36.57
 5.00
 31.57

Court direct 45.00
 atty. fee.

W. G. E. by
 C. L. Hamblin Plff-
 vs E. E. Bill in Chancery
 J. M. Richard Sift.

1895- 1st February rules
 bill filed, Spa 4.00 and
 Deere Nisi.
 11 2nd February rules & N.
 Conf. and Cause set for
 hearing by Plff.

C 7.82
 S 50
 atty 18.00
 J P 3.00
 Co C .25-
 Court 5.00
 Estimated 36.57

104
 21
 23
 3
 322

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That of the goods and chattles of

J. M. Prichard \$10.42

in your bailiwick, you cause to be made *\$21.93* Twenty one dollars &
ninety three cents
with interest at the rate of six per centum per annum from the *9th* day of *June* 1894
until paid, which *L. L. Hamblen*

late in our Circuit Court of the County of Lee, has recovered against the said *J. M. Prichard*
, as well for a debt as interest thereon; also *\$10.42*
L. L. Hamblen dollars and *forty two* cents, which to the said
by *him* about *his* in the same court were adjudged for *his* costs
suit in that behalf expended, whereof the said *Prichard*
convict as appears to us of record. And how you shall execute this writ make known at the rules to be
holden in the clerk's office of our said Circuit court, on the *1st* Monday in *September*
next. And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said court, at the court-house, the *26th* day of
June 1894, and in the *118th* year of the Commonwealth.

A B Munsey Clerk

not executed
no property
found this Aug
the 29th 1894
L. M. Wade D. S.
for C. E. Flanary
S. L. C.

E. B. No. 4 p. 154

L. S. Hamblen

vs. {

FI. FA.
IN DEBT.

J. M. Prichard

p. q.

Came to hand July 7

1894, at 3 o'clock P.M.

C. E. Flanary S. L. C.

To 1st Sept Rules,

Circuit Court.

Judge 9th 1894

O. B. No. 3 p. 373

J.M.Pritchard,

Plaintiff.

vs.

In chancery.

C.L.Hamblen

Defendant.

To the Honorable W.T.Miller, Judge of the Circuit Court for Lee County, Virginia:

The demurrer and answer of J.M.Pritchard to the ~~XXXXXXXXXX~~ bill exhibited against him in this honorable court by C.L.Hamblen

Respondent says the complainant's bill is not sufficient in law to call upon him to answer it in this honorable court, but there is good cause of demurrer thereto, and he demurs accordingly, and prays judgement of his said demurrer.&c.

And not waiving said demurrer, but relying and insisting thereon, should other and further answer be required of him answering, he says:

That it is true as stated in said bill that on the 9th day of June 1894, the said complainant obtained a judgement against your respondent for the sum of \$21.93, with interest thereto at six per centum per annum from the 9th day of June 1894 till paid subject to a credit of \$5.00 as of the last named date, and \$10.42 costs. But respondent here alleges that said judgement was obtained fraudulently as hereinafter stated.

Respondent will here show your honor that at the time said judgement aforesaid was obtained he did not owe the said Hamblen one single cent: On September 28th 1892 the said Hamblen sued out before F.E.Cox, one of the Justices of said county, a warrant against your respondent for the sum of \$5.32, which said ~~wa~~ warrant was made returnable to the 10th day of October 1892, and on that day a trial was had before the said F.E.Cox, Justice as aforesaid, and a judgement rendered in favor of your respondent for the sum of \$11.00, with interest from October 10th 1892, till paid and \$2.80 costs. Afterwards a new trial was granted to ~~the~~ the said Hamblen, and the 12th day of November 1892 was fixed as the day for trial of said case. On that day ~~the former judge~~ *The case was continued* ~~to the 19th day of November, when said original judgement~~ *ment* was affirmed and continued in force. All of which will more fully appear by reference to said original warrant and the

various endorsements thereon which is herewith filed as a part hereof marked "B".

Respondent will further show your honor that that after he had obtained said judgement as aforesaid against the said Hamblen as aforesaid, the same remaining unpaid, he applied to John Riddle, one of the Justices of said county, on the 10th day of May 1893 for a garnishment against Lee Jones, who was a debtor of said Hamblen, the said Hamblen being a non-resident of this ~~State~~ State. The said Riddle, Justice as aforesaid, issued a summons against the said Jones, returnable to the 20th day of May 1893, requiring him to answer of his indebtedness to the said Hamblen and on the said 20th day of May 1893 said Jones appeared, made answer, and the said Justice rendered Judgement against him for \$14.30 with interest from the 10th day of October 1892 till paid and \$1.00 costs. All of which will more fully appear by reference to said garnishment which is here filed as part hereof marked "C". These items constitute the account of \$21.93 for which for which the said Hamblen obtained his judgement first above mentioned and which is here sought to be enforced. A copy of the account upon which said Judgement was obtained is herewith filed as a part hereof marked "D".

Respondent will further state to your honor that he was prevented from defend~~ing~~ing the suit of the said Hamblen against upon which said judgement was obtained for the following reasons and by the following circumstances: At the March term of the Circuit Court for Lee County 1894, when said cause first appeared upon the docket, respondent asked for a rule for security for costs against the said Hamblen, because he was a non-resident of this State, which bond was not then given, and was not given until ~~the~~ the 5th day of June 1894. Respondent had no notice that said bond had been given, he having been informed by his counsel, G. W. Blankenship, that when said rule was made it would be unnecessary for him to do anything further in the premises until the bond was given. Had your respondent known that said bond was given he would have been present to have made his defense. Respondent alleges that his counsel, the said G. W. Blankenship, who

had agreed to inform him when said bond was given, became the security of the said Hamblen for said costs as will more fully appear by an examination of said bond, a copy of which is herewith filed as part hereof marked "E". Respondent alleges that he had valid defense to said action, which was well known to his counsel, and that said judgment was rendered against him through fraud, through collusion between his said counsel and the said Hamblen and his counsel. And respondent is further advised that at the time said judgment was rendered he had a right of continuance of said cause, the bond for costs having been given during the term, but that his said counsel collusively and fraudulently allowed said case to be tried in his absence and said judgment to be rendered.

Respondent says that he does not owe one single cent of said judgment; and that it is not a lien upon anything; that the whole matter embraced in the judgment had been theretofore settled in a judicial proceeding before the said F.B.Cox, one of the Justices of said county, upon proceedings instituted by the said complainant himself; that the said Cox had full and complete jurisdiction of said subject; that he rendered a judgment thereon on its merits, which said judgment was afterwards paid to your respondent in the way herein before stated, and if not thus paid then it is a valid, subsisting and unsatisfied debt due from complainant to respondent. And he pleads the same here as an offset against the plaintiff's demand. An account of the same amounting to the sum of \$ 24.12 is here filed as part hereof marked "F".

And now having answered said bill as fully as he is advised it is material to answer the same, respondent prays to be hence dismissed with his costs in this case most unjustly expended.

Samuel H. Leggett
P.D.

The whole of the within answer is excepted to because
~~not sworn to at all~~ because it sets up no matter of
defense. ^{to the party at all} If there were any defense in the answer it
comes too late. June 13/1895 M. G. Ely atty for Off.

Virginia Lee County, to wit:--

I A. B. Munsey, clerk of the Circuit
Court for Lee County, Virginia, do certify
that J. M. Pritchard this day personally
appeared before me in my county afore-
said and made oath that the foregoing
answer, so far as made on his own in-
formation, is true, and so far as made
on the information derived from
other sources, he believes it to be
true. Given under my hand this
June 14th 1895.

A. B. Munsey, clerk.

J. M. Pritchard

ans.
advs.

C. F. Haubler

Filed in open Court
and by leave thereof
June 14th 1895
A. B. Munsey, clerk

To L. Haublen

vs.

J. M. Pritchard

Upon the calling of this cause
E. W. B. Ewing, counsel for the
plaintiff stated in open court
that the judgment, to enforce
the collection of which, this
suit was instituted, had been
fully paid, including costs of
this suit and all interest, it is
therefore ordered that the cause
be stricken from the docket.

C. L. Hamblen ~~not~~

vs $\frac{3}{3}$ decree final.

J. M. Pritchard.

Eu. C. O. B. No. 6 p. 11.

Enter this decree
June 14th 1897.
W. J. M.

C. L. Hamblin
v. } In bancy.
J. M. Prichard.

This cause came on this day to be heard upon the papers formerly read, and the report of H. C. Jostyn, which has been filed the required length of time and is accepted to, and was argued by counsel.

Upon consideration whereof it is ordered, adjudged, & decreed that said commissioner's report be and the same is hereby confirmed; and it is further ordered, adjudged & decreed that E. H. R. Emery, who is hereby appointed a special commissioner for the purpose, proceed to rent the 28 acre tract of land belonging to the said defendant situate in Turkey Cove, for a time sufficient to pay the sums reported as entitled to be paid in this suit, together with all costs, including costs of renting, and commissions, which shall be required paid cash in hand. Said commissioner, before proceeding, shall execute, as required by law, bond in the sum of \$1000. He shall report his action to a future term of this court; and this cause is continued.

C. L. Hambleton
v. } Deere.
J. M. Prichard.

O.B. P. 405-

Enter this.
M. J. M.
June 3, 1896.

6. L. Hamblett Plff.
vs. E. E. Du Chaney -
J. M. Prichard Def.

This cause came on this day to be heard
upon the papers formerly read in the cause
and the motion of the defendant for a ^{continuance}
and the depositions of witnesses, and was
argued by counsel,

On consideration of which the court doth,
said motion be overruled and that
adjudge, order and decree that the plaintiff
6. L. Hamblett, recover of the defendant J. M.
Prichard the sum of \$32³⁵ with interest on
\$21.93 part thereof from the 9th day of June, 1894
till paid, subject to a credit of \$5⁰⁰ as of the last
named date, And the costs of this suit, And
it appearing from the plaintiffs bill that there
are other liens existing against the real estate
of the defendant J. M. Prichard, ~~and~~ ^{it} is further
ordered, and decreed, that W. L. Joslyn who is
hereby appointed a Commissioner for the purpose
to ascertain and report to this court, what
real estate the said J. M. Prichard owns and
where situated, and its annual rental value,
he will also report what liens exist against
the same, the amount, priority and to whom ^{due}, also
any other matter deemed pertinent by himself or
required by either party, but before acting under
this decree, he will give the parties interested due
notice of the time and place of his sitting, and
report to court and the cause is continued,

Co. I. Hamblin Plff.
vs. E. E. Deere.
J. M. Richard deft.

O. B. P. 354

Enter this

M. J. M.

March 6th '89

C. L. Hambleen

vs-

J. M. Pritchard

This cause came on
to be heard this day upon the bill
of the complainant and exhibits, there
with the answer of the defendant
and exhibits and exceptions to said
answer, and was argued by counsel
on each side of which,
said exceptions to said answer
are overruled and therefore the
Defendant's reply is generally to
said answer, and the cause
is continued.

C. L. Hamilton
915 1/2 1/2
J. M. Britton

Entered in
Chancery Order
Book & Page 228

Entry this day
M. L. M.
June 14th 1895

Virginia

At a circuit Court Continued and held for Lee County at the Court-house thereof on Wednesday June 3rd 1896.

C. L. Hamblen

Plff

vs

J. M. Prichard

Defl

In Chancery

This Cause Come this day to be heard upon the papers formerly read and the report of H. C. Joslyn which has been filed the required length of time, and is unexcepted to, and was argued by Counsel Upon Consideration whereof it is adjudged, ordered and decreed that said Commissioners report be and the same is hereby confirmed, and it is further adjudged, ordered, and decreed that E. W. R. Ewing who is hereby appointed a Special Commissioner for the purpose, proceed to rent the 28 acre tract of land belonging to the defendant situate in the Turkey Cove for a time sufficient to pay the liens reported as entitled to be paid in this Suit together with all costs including costs of renting, and commissions which shall be required paid Cash

in hand, Said Commissioner before
proceeding shall execute as required
by law bond in the sum of \$10000,
he shall report his action to a future
term of this Court, And this Cause
is Continued.

A Copy

Leste A. B. Munsey Clerk

G. L. Hamblen

Copy of Decree

J. M. Pritchard

Executed June 2nd
1896 by delivering an
office Copy of the
within Decree to

E. W. R. Ewing
W. P. Weston S. L. C.

Copy for
E. W. R. Ewing

cto
Clerk 78.

C. L. Hamblen left } In Chancery,
vs. J. M. Prichard left }

The deposition of M. C. Ely and others, taken before me H. C. Foslyn a Justice of the Peace for Lee County Va on Monday Feb'y 24th 1896, at the office of E. W. R. Ewing in the town of Jonesville to be read in behalf of the Plaintiff in the above styled Cause, pursuant to notice hereto annexed.

Present, E. W. R. Ewing
Att'y for Plaintiff and
L. G. Hyatt of Counsel for
the defendant.

M. C. Ely a witness of lawful age being duly sworn deposes as follows.

q^{ues} Please state your age, residence and occupation?

ans. Age 30, residence Black Spring Va.

Occupation, Attorney at Law.

q^{ues} Please state all you know about this case
and what relation you have ever had with
this case,

1 ans Sometime in the year 1892 C. L. Hamblen
2 placed in my hands for collection a claim
3 against J. M. Prichard for the sum of \$5 34

2
1 upon that claim a warrant was issued
2 by F. B. Cox a Justice to be tried on the 10th
3 day of Oct, 1892. for some cause or other.
4 That I do not now remember I was
5 not present, and on that day Cox
6 rendered a judgment against Hamblen
7 for \$11⁰⁰, and costs, learning of that unjust
8 decision I gave Mr. Prichard notice for a
9 new trial and we met at F. B. Cox's house
10 and a new trial was granted and the case
11 continued by Mr. Prichard, when the new
12 trial was granted, I then learned what
13 it was that Mr. Prichard was
14 claiming off of Hamblen it was an
15 account of offsets made up of Old
16 Doctor bills, that were all barred by the
17 statute of Limitations, which I plead
18 at that time before the said Justice,
19 there had also been a former suit
20 between Hamblen & Prichard before
21 said Cox, and it was ascertained there
22 on that day by reference to the papers
23 in Cox's office, that this same account
24 of Prichard vs Hamblen heretofore referred
25 to had been filed in the former case, and
26 had been adjudicated, and I put in the further
27 plea against Prichard's account, of former
28 adjudication, and the case was continued

(3.)

1 till Nov. 12th - and from that day
2 continued to Nov. 19th, and at the last
3 day I was not able to go to the trial and
4 I wrote F. B. Cox to continue the case, again.
5 And heard no more from the case for
6 sometime about the last named date
7 F. B. Cox J. P., moved out of the district
8 and vacated his office as J. P. and A. R.
9 Yeary was appointed in his stead,
10 I heard no more from the matter for quite
11 a while not thinking that the case had
12 ever been tried since the new trial was
13 granted, and knowing that the statute
14 of Limitations was good against
15 Prichard's claim of offsets, I spoke to
16 F. B. Cox here in Jonesville once about
17 the papers in the case, with a view to
18 having them returned before Yeary
19 for trial and marked me at different
20 times for Hamblen's costs due him for
21 the warrant but never told me anything
22 about having received a judgment against
23 us. Hamblen, Finally Mr. Hamblen
24 wrote me frankly, stating how it
25 was that J. M. Prichard had collected
26 some of his money from Lee Jones.
27 And stating that he did not owe
28 Prichard one cent, then upon inquiry

1 I found that Mr. Prichard had issued
 2 a garnishee summons which is here
 3 filed in the case, which from an
 4 inspection I see it was not written
 5 nor signed by the hand of John Piddle
 6 And also I ascertain and see that said
 7 garnishee ~~was~~ and judgment thereon
 8 was illegal and void because there was
 9 no bring in the hands of the
 10 constable M. W. Proctor at the time,
 11 And knowing that "Paul Flay" had been
 12 made I brought suit on the acct
 13 filed with defendants answer -
 14 marked "D" in the Circuit Court, of Lee
 15 County, at the first hearing of the case,
 16 deft. plead Non assumpsit, to which
 17 issue was taken, and case continued
 18 by Offt. rule for security for costs was
 19 taken after the pleadings were made up.
 20 at the next term of the court judgment
 21 was rendered for the Offt. for \$2,93
 22 subject to cr. of \$5⁰⁰, Jackson & Blount
 23 appeared for the deft, each time and at last
 24 term insisted on a continuance, and
 25 I insisted on a judgment for plaintiff
 26 which I got they having no grounds
 27 for a continuance for Prichard, The case
 28 was passed for two or three days for

(5.)

1 them to write to Prichard, and he
2 not opposing judgment, went, as to the
3 allegation in defendants answer that
4 said judgment was obtained by fraud
5 and collusion between G. W. Blankenship
6 Hamblen and his attorney, there is not
7 one word of truth in the statement,
8 Everything done by Mr. Hamblen and
9 myself as his attorney, was done in good
10 faith, and there was no fraud nor
11 collusion about the matter anywhere,
12 It is true that Mr. Blankenship signed
13 the bond of Hamblen's with me as
14 security for costs, but he did not sign
15 it for Hamblen's sake but signed as
16 security for me, and there was no fraud
17 of any kind, in truth and in fact it was
18 only making Prichard's costs more
19 secure in the event, he beat Hamblen,
20 I have heard Prichard admit that he
21 owed Hamblen the \$532, and from
22 from the papers filed with defendants
23 answer I know that Prichard collected
24 of Hamblen's money from Le Jones -
25 money illegally,

Obj: - The testimony of this witness is excepted
to as follows:-

1st. The last three lines on page one
is objected to because wholly in-

material.

2nd That part of said depo. on page 2 lines 1 to 12 inclusive is excepted to because the warrant filed with the papers is the best evidence.

3rd. — If any offsets offered by Mr. Prichard was barred, the papers will show this state of facts, and are the best evidence of these matters. Therefore lines 12 to 28 of page 2 are accepted to.

4th Page 3, lines 10 to 15 is excepted to. The witness has no right to draw conclusions of law. He says he knows that Prichard's claim was barred by the Statute of Limitations. That was a matter for the Justice to decide, and the Justice did decide it, and in Prichard's favor as the Judgment of Squire Cox shows, filed with these papers.

5th What witness was going to do with reference to having case placed before Yeary, J.P. is immaterial, and objected to on that account.

6th 3rd page 24 to 28 inclusive is accepted to. What Hambleton wrote his Atty is immaterial and hearsay.

7th That part of said depositions on page 4 lines 1 to 10 inclusive is objected to because no issue in this case, immaterial. Said garnish proceeding can not be and have not been attacked by the pleadings in this case.

8th The witness is not the Judge and has no right to testify as to whether the Deft had a right of ~~continuance~~.

9th Page 5 lines 23 to 25 objected to because immaterial.

L. J. Hyatt

X-Examination.

Ques. 1. Are you acquainted with John Riddle? And have you not practiced law in his Court while he was J.P.

Ans. I am, I have,

Ques. 2. Have you not often signed his name to warrants and other papers?

Ans. I have, but that did not make it legal. And certainly I did not sign the garnish summons in this case,

Ques. 3. On what day did Haublen or you for him give the bond in the Law Cause?

Ans. I do not remember but referring to what purports to be a copy of said bond in this cause I see it is dated on the 5th day of June, 1894.

Ques. 4. What is the date of the Judgment sought to be enforced by this suit.

Ans. I see that it is June 9th, 1894. from a copy of Judgment in the papers.

Ques. 5. When was the Rule for security for costs in Law Cause served on you?

Ans. I do not remember.

Ques. 6. Did not the fact that the bond was given during the term give the defendant a right of continuance?

Ans. I think not, I don't understand the law,

Ques. 7. How was it that you and Blankenship agreed to a credit of \$5.00 of Hamble's acct, when judgment was rendered?

Ans. That was for medical services that I knew that Mr. Richard had rendered for Hamble and they (Blankenship & Jackson) insisted on the credit and agreed for it to be credited.

and further this deponent saith not.

Witness claims
1 day 50 cts.

M. H. Ely.

(9)

Esq W. Blountenship another witness of lawful age being duly sworn deposes as follows,

Ques. Are you acquainted with J. M. Prichard if so, tell all about your connection with him in a suit in the Circuit Court of Lee County decided, June, 9th 1894 in which C. L. Hamblen was Opp and J. M. Prichard Dep.

Ans I am acquainted with said Prichard, T. R. Jackson and myself. Under the firm name of Jackson & Blountenship. were employed to defend a suit in the Circuit Court. For said Prichard, in which C. L. Hamblen was Plaintiff. My recollection now is, my firm done all that we knew to do for Mr Prichard in said case. There was positively no fraud or collusion in the ^{case} between myself and Mr Hamblen Mr Ely or anyone else that I know of. I did sign the bond with Mr Ely as a matter of courtesy. but told

Mr. Ely at the time that I would not sign a bond for Hamblen. but done it to accommodate Mr. Ely who had done like service for me. I can further state that we tried to get a continuance of the Case owing to the absence of Mr. Prichard, but failed, but being denied a continuance of the Case at that term, my recollection now is that we asked that the Case be passed to some future day of the term. So that we could notify Mr. Prichard so that he could be present with his proof if he had any. it was agreed to and we did notify him in some way. I cannot say whether by letter or how.

X-Examination.

Ques. 1. At the term of the Court at which the Security for costs ^{the case continued} was asked, did you not tell Prichard that you ^{would} notify him if the bond for costs was given, and if the bond was not

~~The~~ the case of Haubleu would be dismissed.
Ans. I told him the case would go off the docket, if the bond was not given, and that I would notify him when the bond ^{was} given, and when the bond was given I did notify him in some way but don't remember ~~how~~. I don't know whether Judge Jackson or myself done the notifying - but do know that one of us did notify him.

Ques. 2. After judgment had been rendered did not Richard come to see you about the matter? And did you not tell him to send the papers down and that you would prepare a bill of injunction to restrain Haubleu from collecting said judgment?

Ans. I remember we had a talk about the judgment. but I never did agree to prepare the bill of injunction, ~~and~~

Ques. 3. And further this deponent with not.
Witness claims 1 day 50 cts. George W. Blauka ship.

Geo. W. Beaumont being introduced and sworn, further says:

Ques. 1. Please state definitely whether or not there was any fraud, collusion or any improper conduct on your part or your firm, with reference to the case between Mrs. Hamblen and Prichard in the suit ~~decided~~ in which judgment was rendered June 9, 1894; and state whether or not this was the only case between these parties in which you or your firm was engaged?

Ans. There was no fraud, collusion or improper conduct on the part of myself now my firm. I make this statement emphatically and positively that no such thing was ever thought of by me, nor was ever mentioned to me, intimated or insinuated in any way, or in my presence by any one. I acted in as good faith towards my client as I knew how to act. The case mentioned was the only one in which we were employed between Hamblen & Prichard.

X - Examination.

Ques. 1. If you had not gone on the bond for Hawbleu, could Judgment have gone at the time it did?

Ans. No not unless some one else had gone on the bond, or the Court would have accepted Mr Ely himself on the bond. Mr Ely told me at the time that he could, would, and intended to make the bond at that term of the Court, or on that day, and mentioned to me about giving some other persons on the bond, and that if I would sign it with him, it would save him some trouble.

I also considered Mr Ely amply good for the bond or I would not have signed it with him. And further this deponent birth Nat.

Witness claims

1 day 50 cts.

George M. Blankenship.

The further taking of depositions in this case is hereby adjourned until Saturday Feb 29th 1896. at the Law Office of Duncan & Hyatt in Jonesville Va. W. C. Joslyn J.P.
This Feb 25th 1896.

Met pursuant to adjournment
at the office of Duncan & Hyatt
on this 29th day of Feb 1896,
and there being no witnesses
present to testify, the further
taking of these depositions is
hereby closed. Given under
my hand this Feb 29th 1896,
H. C. Joslyn J. P.

Virginia Lee County To-wit,
J. Henry C. Joslyn, ^{Said} Justice
of the peace for the County and
State, do hereby Certify that the
foregoing depositions of M. C. Lee
and George W. Blankenship were
duly taken, sworn to and
subscribed before me, at
the time and place mentioned
in the Caption of the Same.
Given under my hand this
February 29th 1896,
H. C. Joslyn J. P.

C. L. Hamblen Pff.
vs. In Chancery
J. M. Prichard sept

The depositions of
M. C. Leby &
Mrs W. Blountkins hfs
Filed Leby 29th 1896
A. B. Mumsey Clerk

J. P. Fee #3.00

The deposition of J.M. Prichard taken pursuant to agreement of counsel, at The Law Office of E.W.R. Ewing, in The Town of Jonesville, on this the 25th day of Feby. 1896, before me H.C. Joslyn, a Justice of the Peace for Lee County, Virginia, to be read as evidence in behalf of the defendant in a certain suit in Chancery now pending in the Circuit Court for said County, wherein C.L. Hamblen is Plaintiff and the said J.M. Prichard is defendant.

Present:— L.S. Hyatt, Counsel for defendant and the defendant in person.

E.W.R. Ewing - Counsel for plff.

Ques. 1 Are you the defendant in this case?

Ans. I am.

Ques. 2. At the time Judgment was rendered against you in the Circuit Court for Lee County, were you or not indebted to C.L. Hamblen in any sum?

Obj. This question is objectionable, because the defendant is barred by his own books, and it is now too late to open this adjudicated question.

E.W.R. Ewing

Ans.

I was not indebted to him in any sum, but he owed me the sum of five dollars.

Quer. 3

Had not the matters in the account on which Naublen obtained judgment here, and on been adjudicated before B. F. Cox, Justice of the Peace?

Objected to by Counsel for Plff for reasons previously assigned, they had.

Ans.

Quer. 4

Did said Naublen or his counsel plead the Statute of Limitations or former adjudication to your account of offsets before Squire Cox, so far as you know?

Ans.

To this question Counsel for Plff. object. because the papers in the case are the best evidence, and because no written pleadings are necessary in a case before a Justice of the Peace.

Ans

He did not plead limitation, but Mr. Ely the Counsel told me he was going to plead it, on the next trial, on the day set for the trial ~~neither of us~~ Mr. Ely did not appear, I was not present either, and the

Justice Continued the Judgment he had already issued in the Case

Ques. When the suit was brought by Haublen. on which the judgment, ^{in controversy} was rendered, did you employ counsel to defend said suit; if so whom?

Ans. I did employ Counsel, I employed Geo W. Bloukenship

Ques Did you explain to him the nature of your defense; and that the said Cox had adjudicated the matters in said suit as you have set out in your answer in this suit?

Ans. I went to his office, and explained the nature of the Case to him

Ques. What did he tell you to do? Explain how it was that judgment was ~~made~~ rendered against you.

Ans. To this question Counsel for the Plff. object, because it is hearsay and immaterial, the records being the true evidence.

Ans. He told me to go home, and if bond was given he would notify me. My recollection is that it passed the first term of the Court. because no bond had been given. Mr Bloukenship

told me when I was here, and then wrote me, that they could not give bond, but if they did give bond, he would notify me at once. He also said in the event they did give bond, he could prevent them from getting Judgment until he could notify me.

Ques. Did he ever notify you in any way that the bond had been given after the same had been done?

Ans. He did not in any way. I heard of the Judgment in a few days and came to see about it, and Mr. Blankenship admitted that he had not notified me.

Ques Did Mr. Blankenship then agree to have the collection of said Judgment enjoined? Tell what he said to you.

Ans. He did. He told me to go home and send him some papers I had and he would file a bill. I sent the papers by Mr. H. Reesor in two or three days. Mr. Reesor

Blankenship
told me he very abruptly said
there was no remedy - and I
had better come down and pay it,
and otherwise shamed me. I
then gave the papers to other
Counsel.

Ques. How long would it have taken
Blankenship to have notified
you that said bond had been
given?

Ans. If the letter had been mailed
the night before, I would have
received it the next morning
at $\frac{1}{2}$ past 8 O'clock AM. I went
to the office every morning, but
got no letter.

Ques. Please state if the account
you file with your answer
marked "F" is a correct bill of
off-sets against the account of
said Hamblen upon which the
judgment in controversy was
rendered?

Ans. Abjected to by Plff's Counsel
for reasons previously stated.
It is correct.

~~* Examination~~
Ques What has been the attitude of
G. W. Blankenship towards you

since the judgment in controversy
was rendered?

Ans. This is objected to by Counsel
for the Plff. because illegal
impertinent, and immaterial.
He has been very offensive, has
used improper personal language
to me, and has taken an
active part against me in
this case, by getting up testimony
and testifying against me.

X Amputation.

Ques. What has been your attitude toward
Blankenship since the rendition of Howblen
judgment against you.

Ans. My personal feelings has not
been very good, because I con-
sidered he had done me wrong

Ques. How do you know that he ^(Blankenship) has taken an active
part in getting up testimony against you?

Ans. By seeing him here, and hearing
his testimony.

Ques. Was any one present when you say "that
Blankenship admitted to you that he did not notify
you to come to the trial, at that time Howblen
obtained judgment against you in the circuit
court for the \$2123,

Ans. There was no one present, to hear

the conversation. There was several persons near by but I don't know whether they heard the conversation or not.

Ques. Were you present at F.B. Cox's when the new trial was granted on the warrant between you and Hamblen,

Ans. I believe I was. That is my best recollection

Ques. Upon what grounds was the new trial granted?

Ans. I don't know.

Ques. Is it not a fact that it was granted on the grounds of Mr. G. Ely atty for Hamblen raising the question of statute of Limitation against your acct of offsets vs. Hamblen?

Ans. I am not certain, but believe it was.

Ques. Was not the statute of Limitation talked of between you, Mr. G. Ely atty for Hamblen & F.B. Cox on the day the new trial was granted?

Ans. At one time there was such talk, but I don't know whether it was that day or not.

Ques. Was not the question of former adjudication talked of by Mr. G. Ely atty for Hamblen at the same time and did not F.B. Cox refer to papers in his office and ascertain that you had filed your same acct of offsets before him

once before that time when you and Hamblen had had a suit before him in which Hamblen had obtained judgment against you for something like \$9.⁰⁰

Ans.

It was. I am not certain whether Mr Cox referred to his papers or not.

~~The~~ My recollection is that a part of the account had been filed in a former case in which a judgment was rendered against me.

Ques. Will you please file here with your deposition an itemized statement of the acct of offsets which you filed before H. B. Cox J. R. on the trial of the warrant between you and Hamblen.

Obj.

All the foregoing questions are objected to because they tend to bring up matters which were adjudicated by Justice Cox, and the plaintiffs can not here question said judgment. If said judgment was illegal or improperly rendered the plff. had their remedy by appeal, but they cannot attack said proceedings now. He had waited too long.

L. P. Hyatt, for deft.

Ans.

I haven't got it with me, but

(9)

I will mail a copy to the Justice who is taking this deposition to be filed with it, to be marked X

Ques. How many times was the warrant between you and Hamblen continued after the new trial was granted?

Ans. Objected to because the papers are the best evidence. R. J. Hyatt.

Ans. I don't remember, whether it was once, twice or three times,

Ques. Did you or not owe Hamblen the acct of \$5 ³/₄ charged on the acct?

Ans. His account was just. I did not dispute it.

Ques. What amount of money did you collect from Le Jones, of Hamblen's money?

Ans. I got \$11⁰⁰ and \$28⁰⁰ Cost, and I don't know how much Commission was collected.

Objected to because papers in the case are the best evidence.

R. J. Hyatt.

Ques. Did Hamblen or his attorney either, have any notice of your judgment and garnishment proceedings before John Middle J. P.

Ans. Objected to because the garnishment proceedings, no matter how illegal

cannot here be attacked.)

L. T. Hyatt

Ans. I dont know whether they
did or not.

Ques. How many Times was your case with Hamblen
in the circuit Court, in which he obtained judgment
against you for \$21.23 Continued before final
judgment;

Ans. I do not know. I don't remember

Ques. How many terms of the court did you attend after you were summoned to appear in the cases

Ans. I don't know.

Ques. If you did not find the case much better
than, did Jan?

Ans. I corresponded with my atty's
about the Case, all the time.
I was here once or twice, in
person.

Ques Where you were at about any time when the case was called?

Ans I dont think 2 was. if 2. was
2 dont remember it.

Ques Why ^{is it} do you say the case was first introduced?

Ans. My ^{letter} ^{to} state me there was no
bond given

Ques Had you authorized your attorneys to
plead in the case for you?

Ans. I employed my attys to defend
the case.

Re - Examination.

Ques On the ^{first} original warrant between
you and Hambleton did you get
credit for the same account you
filed as offset against his \$32
claim in the second warrant
between you?

Ans. I did not.

And further this deponent sixth nat.

J. M. Richard

The further taking of depositions
in this case are hereby adjourned
until Saturday Feby 29th 1896,
at the law office of Duncan & Hyatt,
in Jonesville Va.

This Feby 28th 1896.

H. C. Foslyn J. P.

Met pursuant to adjournment
at the office of Duncan & Hyatt
on this 29th day of Feby 1896,
and there being no witnesses present
to give deposition. The ^{further} taking
of these depositions ~~are~~ hereby
closed. Given under my hand this
Feb 29th 1896. H. C. Foslyn J. P.

L. L. Hearnahan Plff

Vs. J. B. Chancy

J. M. Richard def

The deposition of

J. M. Richard

Filed Feb 29th 1890

A. B. Munnery Clerk

J. P. Lee \$2.25

Virginia Lee County Court.
I Henry C. Foslyn a Justice
of the Peace, for the said
County and State, do hereby
Certify that the foregoing depositions of J. M. Richard, was
duly taken, sworn to and
subscribed, before me at
the time and place mentioned
in the Caption of the same.
Given under my hand this
29th day of February 1890,
H. C. Foslyn J. P.

C. L. Hamblen ^{vs.} } In Chancery
G. M. Prichard }
To the Hon W. T. Miller Judge
of the Circuit Court for Lee
County Va

Your undersigned Special Commissioner in the above styled Cause, respectfully reports, That after giving due notice as required by the decree entered in this Cause on the 6th day of March 1896, I proceeded ~~to~~ on the 13th day of May 1896, and on succeeding days to perform the duties assigned me in said decree.

I ascertain that G. M. Prichard is the owner of 28 acres of Very valuable land situated in Turkey Cove Lee County Va which is worth at least \$1000, and will rent for at least \$75.⁰⁰ per year and all the liens I find against this land is the debt sued upon which now amounts, with interest and costs, after giving all credits, to the sum of \$26.⁹² up to June 1st 1896, with perhaps a few dollars additional costs. I also find a judgment against

J. M. Prichard rendered by a Justice of the Peace which amounts Principal interest and Costs. to the sum of \$246 this Judgment is due to W. J. Mice.

I further ascertain that J. M. Prichard owns or claims lands in the Crab Orchard Lee County Va amounting to about 103 acres. but upon which there is a Vendors lien for the sum of about \$250.00 for which a suit is now pending to enforce the vendors lien, this land is worth about \$800.00. but as the Turkey Cove land or the rents from the same in five years. seems to be ample to pay the two debts reported on statement filed herewith marked "A", and as suit was pending to enforce the Vendors lien upon the Crab Orchard land. I did not deem it necessary to report the last named matter in full but simply call the attention of your honor to the same. All of which is respectfully submitted
This May 21st 1896,

Henry C. Foslyn
Spl Court

L. L. Hamblen Aff
vs. J. In Chancery
J. M. Prichard Def

Commissioners
Report

Filed May 21st 1896
A. B. Munsey Clk

Commissioners fee \$5.00

Virginia,

At a Circuit Court continued and held
for Lee County at the Court house thereof on
Saturday June the 9th 1894.

C. L. Hamblew

Plff.

vs.

J. M. Pritchard

Def.

} In assumpsit.

C. 6.67

S. 1.00

Atty. 2.50

Co. C. .25-

\$10.42

This day came the parties by their
attorneys, and pursuant to an agree-
ment between the parties by their attor-
neys: It is considered by the court
that the plaintiff recover against the
defendant Twenty-one dollars and
ninety-three and one half cents (\$21.93½)
the amount of the account in the
declaration mentioned and legal
interest thereon from June
9th 1894 till paid and the costs—
Subject to a credit of \$5.00 as
of this date, June 9th 1894.

Virginia, Lee County, to-wit:

I, A. B. Munsey, clerk of the Circuit
Court for the County aforesaid, do certify
that the foregoing is a true trans-
cript from the records in my Office.
Given under my hand this Sept. 24th 1894.
A. B. Munsey, clerk

J. W. Pritchard
vs $\frac{1}{2}$ copy of Jugelt.

C. L. Hambley

C. - 95-6

"A"

C. L. Hambleton Plt }
G. M. Prichard Def } In Chancery

Statement of liens against
G. M. Prichard up to the
first day of June 1896.
1st Lien

The first lien is the judgment
obtained in this suit. for 32.35
credit the same June 9/894. 5.00
27.35
Interest on \$16.93 to June 1st/896. 2.00
29.35
Costs of Suit including Comis fee 31.57
Total \$60.92

credit March 28th 1896. \$30.00
credit Apr 22nd 1896. 4.00 34.00
Balance due June 1st/896. \$26.92
2nd Lien

The second lien is a judgment
before a J. P. in favor of
W. T. Wise dated June 3rd/895, 1.00
costs of suit + interest 1.46
\$2.46

C. L. Hamblett Pff.
V.S. 3 In Chancery
J. M. Prichard Sept

Statement of
Liens

"A."

Virginia, Lee County, To-wit:

TO W. H. Reason CONSTABLE OF SAID COUNTY,

I HEREBY COMMAND YOU TO SUMMON..... if to be found in your District

to appear at..... in said County, on the 10 day of Oct 1892 before me or such other

Justice of said County as may then be there to try this Warrant; to answer the complaint of..... and

upon a claim for money not exceeding \$100 exclusive of interest, to-wit: for the sum of \$..... due by..... and

then and there make return of this Warrant Given under my hand, the 28 day of sept 1892.

H B Cox J. P.

H. L. Hamblin

On the 10 day of October 1892

In Debt,

..... AGAINST
J M Prichard

A: my office

in said County.

JUDGMENT. That the plaintiff recover of defendant \$11.00 with interest thereon from the 10th day of Oct.

1892, till paid, and \$2.80 costs.

H B Cox J. P.

VIRGINIA, LEE COUNTY TO WIT: To W H Reason Constable of

said County I command you in the name of the Commonwealth of Virginia, that of the goods and chattels of H. L. Hamblin in your county you cause to be made the sum of \$11.00 with interest from the day of 1892, till

paid; which J M Prichard has recovered before me in a warrant in debt and also the sum of

\$2.80 which were judged to the said J M Prichard for costs in prosecuting said war-

rant. Given under my hand the 10th day of Oct 1892

H B Cox J. P.

It can be due to the fact that it is not embraced in the
 cost in judgment and execution which is in accordance with the
 This day remits the within 1892
 John DeWitt S. P.
 of 13, 107, 11.

"13"

\$1-32

Executed this 28
 day of Sept / 892

M. H. Reaser, & Co.
 new 100 granted
 to Nov 12

Continued at 121
 Cost 14 19 12

14 19 12
 14 19 12

John DeWitt

SD 2 days

Virginia Lee County. To all, or any legal Constable of
the said County of Lee, State of Virginia: I hereby
command you in the name of the Common-
wealth of Virginia to ~~summon~~ Lee Jones
to appear, John Riddles on the 20th day of May, 1893,
the truth to speak, and to answer such questions
as may be asked you, touching a matter
of controversy and pending between
~~of the County of Lee, State of Va. & C. S. Hamblen, et al. of the~~
James M. Prichard, and C. S. Hamblen, et al. of the
~~County of Lee, State of Virginia.~~ And you
then and there make return of this
Garnishment notice, Given under my hand

This May 19, 1893.

James M. Prichard,

John Riddle, J.P.

v. J.

on the 20th day of May, at

Lee Jones on Garnishment 1893 Indebt at John Riddle

C. S. Hamblen Execution in Said County Judgement
that the Plaintiff of the Defendant \$14.30 with interest from
the 10th day of Oct 1892 till paid \$1.00 for costs

John Riddle J.P.

Mr. Richard W.

C. S. Hawley.

Executed by
Notary Lee Jones
This 20th day of May 1893
M. H. Rouse & Co.
or by cash May
26 day 1893
\$145.00

"L."

75
25
50
145
350

1891

Turkey Cove, Va Jan. 1st 1894.

Oct. 2

J. M. Pritchard,

To C. L. Hamblen

Dr.

To Melse -

\$5-62½

1893

" Money had and received illegally
collected from Lee Jones

16 31

Total - - - \$21 93½

Madison Co. Ky.

This day C. L. Hamblen personally ap-
peared before me N. B. Cooy and made
oath that the above acct. of \$21.93½
vs. J. M. Pritchard is just due and
unpaid to the best of his knowledge
information and belief. Given under
my hand this the 27th day of Feb. 1894

N. B. Cooy J. P. M. C. Ky.

Virginia, Lee County, to wit:

I, A. B. Mursey, Clerk of the Circuit Court
for the County aforesaid, do certify that the
foregoing is a true copy from records in my
office. Given under my hand this Sept. 20th 1894.
A. B. Mursey Clerk

J. M. Pritchard

vs. Copy of Acct.

L. L. Hambley

See for copy 25¢

"Q"

Know all Men by these Presents, That we

M G Ely and
Geo W Blankenshipare held and firmly bound unto the Commonwealth of Virginia, in the sum of \$500
Fifty dollars, to the payment whereof, well and truly to be made tothe said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. And we hereby waive the benefit of our homestead exemptions as to this obligation, and any claim or right to discharge any liability to the Commonwealth arising under this bond or by virtue of said office, post or trust, with coupons detached from the bond of this State. Sealed with our seals, and dated this 5th day of June one thousand eight hundred and ninety four

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas a suit hath been instituted in the Circuit Court of Lee County by L L Hamblen against J M Prichard, an order has been made in the Court requiring security from L L Hamblen for the payment of costs and damages, if therefore the said L L Hamblen shall well and truly pay all costs and damages which may be awarded to the defendant, and all fees due or to become due in such suit to the officers of the said Court

then this obligation to be void or otherwise to remain in full force and virtue.

The obligors herein named hereby waive all benefits of their homestead exemption as to this obligation.

[SEAL.]

Copy Teste

M G Ely

[SEAL.]

Geo W Blankenship

[SEAL.]

In the Circuit Court of the County of Lee, the day of

189

This bond was executed and acknowledged, in open Court, by the obligors, and ordered to be recorded,

the suret therein having first justified on oath that estate, after the payment of all just debts, and those for which he bound as security for others and expect to have to pay, worth the sum of dollars, over and above all exemptions allowed by law.

Teste:

Clerk.

W L Hamblen

to { **BOND.**
For costs

Commonwealth.


"E"

Free for copy 28^{cts}

C. K. Hamblee
 To J. M. Poitcheard Dr.
 To amount of your account
 as shown in the Warrant
 dated Sept 28th 1892 in your
 favor against me and
 settled and adjudicated in
 my favor by F. B. Cox Jd.
 and which said account
 is included in the account
 filed by you against me
 on which you obtained
 your pretended judgement, \$5.32
 " Judgement in my favor
 against you rendered Apr
 Oct 10th 1892 and with in
 terest from that date 11.00
 " Costs on said Judgement
 recovered by me 2.80
 " For medical attention 5.00
 \$24.12

Account

J. M. Pritchard

ds. 

C. H. Hambley

"
F"

J. P.

W. T. Wise

Against J. M. Pritchard

On the 3^d day of June 1895
(In debt.)

At Jonesville in said County.

JUDGMENT, That the Plaintiff recover of the Defendant \$ 1.00, with interest thereon from the 3^d day of June 1895, till paid, and \$ 1.00 for costs.

H. B. Joslyn, J. P.

VIRGINIA -- Lee County, To-wit: To H. B. Joslyn Constable of said County.

I command you in the name of the Commonwealth of Virginia, that of the goods and chattles of.....

J. M. Pritchard, in your county, you cause to be made the sum of \$ 1.00 with interest thereon from the 3^d day of June 1895 till paid, which W. T. Wise

Wise has recovered before me in a warrant in debt, and also the sum of \$ 1.00 which were adjudged to the said W. T. Wise

Wise for costs in prosecuting said warrant.

Given under my hand the 3^d day of June 1895.

H. B. Joslyn J. P.

A. Copy Teste
H. B. Joslyn J. P.

The within Judgment & Execution
are hereby renewed for sixty days.
This Jan 20th 1896. H. C. Fosdyck J.P.
Rec 40

W. T. Chiles
Att'y
J. W. Prichard

Know all Men by these Presents, That we W L Hamblen and
W A Baker

are held and firmly bound unto the Commonwealth of Virginia, in the sum of Fifty
 dollars, to the payment whereof, well and truly to be made to
 the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs,
 executors, and administrators, jointly and severally, firmly by these presents. And we hereby
 waive the benefit of our homestead exemptions as to this obligation, and any claim or right
 to discharge any liability to the Commonwealth arising under this bond or by virtue of said office,
 post or trust, with coupons detached from the bond of this State. Sealed with our seals, and
 dated this 8th day of March one thousand eight hundred and ninety

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas a suit hath
been instituted in Circuit Court of Lee County
by W L Hamblen against J M Prichard
and an order having been made at rules requiring
from the said W L Hamblen for the pay-
ment of costs and damages, if therefore
the said W L Hamblen shall well and
truly pay all costs and damages which may
be awarded to the defendant, and all fees
due or to become due in such suit, to
the officers of the said Court

then this obligation to be void or otherwise to remain in full force and virtue.

W L Hamblen [SEAL.]
W A Baker [SEAL.]
 [SEAL.]

In the Circuit Court of the County of Lee, the _____ day of _____
 189 .

This bond was executed and acknowledged, in open Court, by the obligors, and ordered to
 be recorded, _____

the suret therein having first justified on oath that _____ estate, after the payment of all
 _____ just debts, and those for which he _____ bound as security for others and expect
 to have to pay, _____ worth the sum of _____
 dollars, over and above all exemptions allowed by law.

Teste:

 Clerk.

to L Hamblen

to { BOND. *vs*

~~Commonwealth.~~
J M Prichard

To J. M. Richard

Take notice, That at the rules to be held for the Circuit Court of the County
of Lee, on the 1st Monday in January,
1895 I shall institute a suit in Chancery, to enforce the lien of a judgment
being for \$21.93 Dollars, with interest thereon at the
rate of six per centum per annum, from the 7th day of June, 1894, till
subject to a credit of \$5.00 as of the 7th day of June, 1894
paid, and the costs \$10.42 obtained against you and in my favor
by a judgment of of the Circuit Court of Lee County, Va
on the 7th day of June, 1894, if the same be not paid before that time.

L. C. Hamblin

By Opp, Clay & Opp Counsel.

C. F. Hambley

vs.

Notice of Suit to enforce Lien of
a Judgment which does
not exceed \$20,
(exclusive of interest and costs).

J. M. Richard
1st Jan'y Rules 1895
Presented Oct the
30th 1894 by
Delivering a true
office copy of
the within
Notice to J. M.
Richard This
Nov the 7th 1894
L. M. Wade D. S.
for C. E. Flannery
S. L. C.

Mr. C. E. Flannery

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting,

We command you, That of the goods and chattles of

in your bailiwick, you cause to be made *\$32.35* and legal interest on *\$26.93* part thereof from June the 9th 1894 with interest at the rate of ~~six~~ per centum per annum from the day of 189

until paid, which *C L Hamblen*

late in our Circuit Court of the County of Lee, has recovered against the said

, as well for a debt as interest thereon; also

Sixteen dollars and *fifty seven* cents, which to the said *C L Hamblen* in the same court were adjudged for *his* costs by *him* about *his* suit in that behalf expended, whereof the said *J M Prichard*

is convict as appears to us of record. And how you shall execute this writ make know at the rules to be holden in the clerk's office of our said Circuit Court, on the *3rd* ~~1st~~ Monday in *May* next. And have then there this writ.

Witness, A. B. MUXSEY, Clerk of our said court, at the court-house, the *17th* day of *March* 189*6*, and in the 120th year of the Commonwealth.

A B Munsey Clerk.

C 7.82
S 80
atty 18.00
JP 3.00
C 25)
25.87

O. B. No. 4 p. 351-2

This it is subject to a credit of five dollars
as of June 7th 1894.

Or the Union -
Four balls & eight
This, at 2.2.96.
Any, 2.2.96.
At 2.2.96.
for 2.2.96.

C. L Hamblen, Plaintiff

Against (In Chancery.

J. M. Pritchard, Defendant.

To the Honorable W. T. Miller, Judge of the Circuit Court of Lee County, Virginia:-

The replication and objection of C. L. Hamblen to an answer filed by the said J. M. Pritchard on the 12th day of June 1895, in the above cause of himself against the said Pritchard. Your replicant insists that the said answer ought not to be filed, because it seeks to charge fraud generally, whereas it should be done by plainly indicating the specific acts.

For replication to the said answer your replicant alleges that the judgement obtained against the said Pritchard on the 9th day of June 1894, was fully, wholly and legally adjudicated by a court of competent jurisdiction. Your replicant here positively and unqualifiedly denies the charge of fraud alleged or sought to be alleged in the said answer with reference to obtaining the judgement aforesaid. He positively asserts that both M. G. Ely, counsel at that time for your replicant and T. R. Jackson and G. W. Blankenship, also counsel in the said cause for the said J. M. Pritchard, acted in good faith; and your replicant alleges that the charge of fraud, negligence or connivance on the part of either or all of the said counsel is a malicious, diabolical and slanderous charge, without the least foundation in truth. On the contrary your replicant alleges that the said Jackson and Blankenship made numerous fruitless efforts to secure the attendance of their client, the said Pritchard. Your replicant further alleges that the said Jackson and Blankenship made use of every particle of information at their command in conducting this said cause, and that nothing was left undone that would possibly avail their client; and so far as they know or could ascertain, their client was not at any time a material witness. And now having fully replied, etc.

E. W. R. Ewing
P. O.

Virginia, Lee County, to wit:

This day G. W. Blankenship personally appeared before me, A. B. Munsey, Clerk of the Circuit Court for said county and state, and made oath that at the time C. L Hamblen obtained judgement against J. M. Pritchard, and which judgement is sought to be enforced in the above cause, he was a member of the firm of Jackson and Blankenship, which

f irm represented the said Pritchard ; and he further made oath that the facts set forth in the above replication denying fraud, connivance and negligence as set forth in the answer of the said J. M. Pritchard in this cause are true as to himself and firm."

M. G. Ely also personally appeared before me and made oath that the facts stated in the above replication denying the charges set forth in said answer as to himself, are true."

Given under my hand this the 8th day of November 1895."

A. B. Munsy
Clerk."

C. L. Hamble

vs- } Replication.

J. M. Pritchard.

Filed in open Court
and by leave thereof
Novr the 8th 1895.
A. B. Munsey
Clerk

587

C. L. Hamblein Plff. } In Chancery
J. M. Prichard Def^{ts}

x x x x x x x x x x
and it appearing from the plaintiffs
bill that there are other liens
existing against the real estate
of the defendant. J. M. Prichard,
it is further ordered and decreed
that H. C. Forslyn, who is ^{hereby} appointed
a Commissioner for the purpose,
do ascertain and report to this Court,
what real estate the said J. M.
Prichard owns, its annual rental
value, he will also report what
liens exist against the same
the amount priority, and to whom
due, also any other matter deemed
pertinent by himself or required by
either party, but before acting under
this decree, he will give the parties
in interest due notice of the time
and place of his sitting, and report
to Court, and the Cause is Continued.

A Copy Teste

(Signed)

A. B. Munsey Clerk

Commissioners Notice:

The parties interested in the decree
from which the foregoing is an
extract, will take notice, that on
Wednesday the 13th day of May

L. L. Hamblen Poff.
vs. J. D. Chaney
J. M. Richard deft

Make Return on
this Copy

I accept legal
service of the within
L. L. Hamblen.
By E. W. R. Bunn,
his counsel.

Executed
May 2nd, 1896
J. D. Chaney
J. M. Richard
J. D. Chaney
J. M. Richard
J. D. Chaney
J. M. Richard

1896, at the office of the Circuit Court
Clerk, in Jonesville Va. I shall proceed
to execute the same, when and
where, all parties in interest are
required to attend, with such
evidence as will enable me
to comply with the order of the Court.
May 2nd 1896, W. C. Forsyth
Spl Commissioner

Virginia

At a rules held in the office
of the clerk of the circuit court for
Lee County at the Courthouse thereof
on Monday February 4th 1895:

W. L. Hamblen

Plff

vs

J. M. Prichard

Def

In Chancery

The defendant suggests that the plain-
tiff is not a resident of this State and
that security is required of the said
plaintiff according to law for the pay-
ment of the costs and damages which
may be awarded to the defendant in this
suit, and of the fees due or to become due
in this suit to the officers of this Court.
Witness A. B. Munsey Clerk of our said
Court, at the Court-house the 4th day of
February 1895; and in the 119th year of
the Commonwealth

A. B. Munsey Clerk

J M Prichard
Adm Rule for Costs

to L. Hamblen

Executed Feb 19. 1895
by delivering and affixing
copy of the within
rule to M. G. Ely
att'y for L. Hamblen

G. E. Flannery.

J. L. G.

To C. L. Hambleu:—

You are hereby notified that on Saturday the 29th day of February 1896, at the office of Duncan & Hyatt, in the town of Jonesville, Virginia, I will proceed to take the deposition of F. B. Cox, and others, which when taken are intended to be read as evidence in my behalf in a certain suit in Chancery now pending in the Circuit Court of Lee County Virginia, wherein I am defendant and you are Plaintiff. If from any cause the taking of said depositions be not begun on that day, or, if begun, be not completed on that day the taking thereof will be continued from time to time, from place to place until the same be completed.

This Feby 25th 1896

J. M. Prichard

By Counsel

Duncan & Hyatt
Counsel

J. M. Prichard
To 3 Notice to take
depos.
C. F. Haubler

20.

6.92.

5.25-

.75-

12.92

~~164~~

12.56

12.92

~~165-~~

~~1645-0~~

To J. M. Pritchard,

Took notice that on Monday, Feb-
24, 1846, at the office of E. W. R. Ewing,
in the town of Fowlesville, Virginia, I
will proceed to take the depositions of M. G.
Ely and others to be used as evidence in
my behalf in a certain suit now
pending in the Circuit Court of Lee
county, wherein I am plaintiff and you
are defendant; and if from any cause
the taking of the said depositions be begun
and not completed, or be not begun on
that day, the taking of the same will
be continued from time to time &
from place to place and between
the same hours, which hours will
be 8 A. M. & 6 P. M. O'clock of the
aforesaid day.

This Feb. 12, 1846.

Respectfully,
A. L. Hambleton.

By Counsel;
E. W. R. Ewing.

14
C. L. Hambleen
vs. } Notice
J. M. Pritchard

To take depositions -

Executed Feb. 14,
1896, by delivering
a true copy of the
within notice to
J. M. Pritchard -
at Lebanon, Ind.
for W. P. Weston & Co.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

WE COMMAND YOU, That you summon

J. M. Prichard

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said

Court on the *1st* Monday in *February*, 189*8*, to answer a bill in Chancery,

exhibited against *him* in our said court by *C L Hamblen*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the

18th day of *December* 189*4*, and in the 11*9th* year of the

Commonwealth.

A B Munsey Clerk.

W. L. Hamblen

vs. { SUPCENA
IN CHANCERY.

J. M. Prichard

M & Ely p. q.

To 1st February Rules,
Circuit Court.

Executed Jan
the 15 - 1895
by Delivering a copy
of the within
Luns to J. M.
Prichard. This
Jan 17 - 1895.
L. M. Wade D. S.
for C. C. February
W. L. C.

W. L. Hamblen

J. M. Pritchard

ad. in Chy.

W. L. Hamblen et al.

Duncan & Hyatt, p. q.

Plffs Cost

C 7.82

S 5.00

attly 15.00

Co C 2.50

Cour 5.00

Estimated

36.57

5.00

31.57

Court directed \$5.00

attly. fee only.

Plffs Costs recovered

C 7.82

S 5.00

attly 15.00

P 3.00

Co C 2.50

Commission 2.25